

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Western District of Pennsylvania

(State)

Case number (if known):

Chapter **11**

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name **rue21, inc.**

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) **25-1311645**

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
-----------------------------	--

800 Commonwealth Drive

Number Street

Number Street

P.O. Box

Warrendale, Pennsylvania 15086

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Allegheny County

County

Number Street

City State Zip Code

5. Debtor's website (URL) **www.rue21.com**

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify:

Debtor rue21, inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**
- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?☒ No☐ Yes.

District _____

When _____

MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

District _____

When _____

MM/DD/YYYY

Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

District

Western District of Pennsylvania

When

May 15, 2017

List all cases. If more than 1, attach a separate list.

Case number, if known _____

MM / DD / YYYY

Debtor rue21, inc.
Name

Case number (if known) _____

11. Why is the case filed in this district?*Check all that apply:*

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ☒ No.
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property?

Number Street

City

State

Zip Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
- Contact name _____
- Phone _____

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*

- ☐ Funds will be available for distribution to unsecured creditors.
- ☒ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input checked="" type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor rue21, inc.
Name

Case number (if known)

16. Estimated liabilities

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2017
MM/ DD / YYYY

✕

/s/ Todd M. Lenhart

Signature of authorized representative of debtor

Todd M. Lenhart

Printed name

Title Senior Vice President, Treasurer,
Chief Financial Officer, and Chief
Accounting Officer

18. Signature of attorney

✕

/s/ Eric A. Schaffer

Signature of attorney for debtor

Date

May 15, 2017

MM/ DD/YYYY

Eric A. Schaffer

Printed name

Reed Smith LLP

Firm name

225 Fifth Avenue

Number Street

Pittsburgh

City

PA

State

15222

ZIP Code

(412) 288-4202

Contact phone

eschaffer@reedsmith.com

Email address

PA I.D. #30797

Bar number

PA

State

Fill in this information to identify the case:

United States Bankruptcy Court for the :

Western District of Pennsylvania

(State)

Case number (if known):

Chapter

11

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Western District of Pennsylvania for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of rue21, inc.

- rue21, inc.
- Rhodes Holdco, Inc.
- r services llc
- rue services corporation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

)	
In re:)	
)	
rue21, inc.,)	Case No. 17-_____ (____)
)	
Debtor.)	Chapter 11
)	(Joint Administration Requested)
rue21, inc.,)	
)	Docket No.
Movant,)	
)	
v.)	
)	
No Respondent.)	
)	
Respondent.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
rue21, inc.	Rhodes Holdco Inc.	601 Lexington Avenue New York, New York 10022	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

)	
In re:)	
)	
rue21, inc.,)	Case No. 17-_____ (____)
)	
Debtor.)	Chapter 11
)	(Joint Administration Requested)
rue21, inc.,)	
)	Docket No.
Movant,)	
)	
v.)	
)	
No Respondent.)	
)	
Respondent.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interests:

Shareholders	Approximate Percentage of Shares Held
APAX VIII Funds	98.3%
Rhodes Topco Inc.	100%
Rhodes Midco Inc.	100%
Rhodes Sub LLC	100%
Rhodes Holdco Inc.	100%

Fill in this information to identify the case and this filing:	
Debtor Name	rue21, inc.
United States Bankruptcy Court for the:	Western District of Pennsylvania
	(State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders, Corporate Ownership Statement and List of Creditors Who Have the 50 Largest Unsecured Claims**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

May 15, 2017
MM/ DD/YYYY

☒ /s/ **Todd M. Lenhart**

Signature of individual signing on behalf of debtor

Todd M. Lenhart

Printed name

**Senior Vice President, Treasurer, Chief Financial Officer,
and Chief Accounting Officer**

Position or relationship to debtor

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
5	Rosenthal & Rosenthal 1370 Broadway, 3rd Floor New York, NY 10018	Rosenthal & Rosenthal Attn: Howard Kern 1370 Broadway, 3rd Floor New York, NY 10018 hkern@rosenthalinc.com	Factor Claim				\$5,580,781
6	Branch Banking & Trust Co 3379 Peachtree Rd NE, Suite 600 Atlanta, GA 30326	Branch Banking & Trust Co Attn: Angela Semexant 3379 Peachtree Rd NE, Suite 600 Atlanta, GA 30326 angela.semexant@bbandt.com 407-670-2618	Factor Claim				\$4,316,247
7	Thread Collectiv 850 McCaffrey Street Saint-Laurent Quebec, Canada H4T 1N1	Thread Collectiv Attn: Mike Grussgott, Maria Triassi, Steven Schriever 850 McCaffrey Street Saint-Laurent Quebec, Canada H4T 1N1 kumar.gheewala@famejeans.com 201-306-9415	Vendor Claim				\$3,697,978
8	New Commercial Capital 3530 Wilshire Blvd, Ste 380 Los Angeles, CA 90010	New Commercial Capital 3530 Wilshire Blvd, Ste 380 Los Angeles, CA 90010 213-365-4936	Factor Claim				\$2,441,134
9	Capital Business Credit 700 S. Flower St Los Angeles, CA 90017	Capital Business Credit Attn: Bill Eng 700 S. Flower St Los Angeles, CA 90017 weng@capitalbusinesscredit.com 213-226-5258	Factor Claim				\$1,717,296
10	Prime Business Credit 1055 West Seventh Street, Suite 2200 Los Angeles, CA 90017	Prime Business Credit 1055 West Seventh Street, Suite 2200 Los Angeles, CA 90017	Factor Claim				\$1,499,678
11	FedEx Billing Online PO Box 371461 Pittsburgh, PA 15250-7461	FedEx 3875 Airways, Module H3 Memphis, TN 38116	Vendor Claim				\$1,263,978

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
12	Accord Financial 3500 de Maisonneuve West Suite 1510 Montreal Quebec, Canada H3Z 3C1	Accord Financial 3500 de Maisonneuve West Suite 1510 Montreal Quebec, Canada H3Z 3C1	Factor Claim				\$1,214,038
13	ROMANE 350 Fifth Ave. Ste 6100 New York, NY 10118	ROMANE 350 Fifth Ave. Ste 6100 New York, NY 10118	Vendor Claim				\$1,028,710
14	Finance One Inc. 801 S. Grand Avenue #1000 Los Angeles, CA 90017	Finance One Inc. Attn: Stephen Kim 801 S. Grand Avenue #1000 Los Angeles, CA 90017 skim@finone.com 213-430-4888	Factor Claim				\$944,402
15	TradeGlobal LLC 5389 E Provident Drive Cincinnati, OH 45246	TradeGlobal LLC 5389 E Provident Drive Cincinnati, OH 45246	Vendor Claim				\$901,256
16	Milberg Factors 99 Park Ave. 21st Floor New York, NY 10016	Milberg Factors Attn: Maurice Sabony 99 Park Ave. 21st Floor New York, NY 10016 msabony@milfac.com 212-697-4200 ext. 256	Factor Claim				\$888,532
17	Self Esteem Division OF 1515 Gage Road Montebello, CA 90640	Self Esteem Division OF Attn: Kerri Lauther 1515 Gage Road Montebello, CA 90640 klauther@selfesteemclothing.com 323-899-4300	Vendor Claim				\$768,084
18	Merchants Business Credit 1441 Broadway New York, NY 10018	Merchants Business Credit 1441 Broadway New York, NY 10018	Factor Claim				\$691,126

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
19	Hana Financial Inc. 1000 Wilshire Blvd. 20th Floor Los Angeles, CA 90017	Hana Financial Inc. Attn: Darrell Reed 1000 Wilshire Blvd. 20th Floor Los Angeles, CA 90017 darrell.reed@hanafinancial.com 213-977-7257	Factor Claim				\$614,865
20	Continental Business Cred 15503 Ventura Blvd, Suite 310 Encino, CA 91436	Continental Business Cred 15503 Ventura Blvd, Suite 310 Encino, CA 91436	Factor Claim				\$558,120
21	Fab Asia International 108 Olive Lane New Hyde Park, New York 11040	Fab Asia International Attn: Daniel Dematteo and Sunil Uttamchandani 108 Olive Lane New Hyde Park, New York 11040 Dan@destinovero.com; sunil@fabasiaintl.com (212) 764-6468	Vendor Claim				\$552,313
22	C P International 165 North Dean Street Englewood, NJ 07631	C P International Attn: Bob Cook (President), Jon Cook (VP), Margaret Reed (GM), Gordon Kilian (Sales) 165 North Dean Street Englewood, NJ 07631bobcookcpi@gmail.com 201.816.8111	Vendor Claim				\$547,183
23	JEM International 1 E. 33rd Street, 11th Floor New York, NY 10016	JEM International Attn: Martin Erani, Orly Dominguez 1 E. 33rd Street, 11th Floor New York, NY 10016 martin@jeminc.net 212-889-1012	Vendor Claim				\$537,732
24	Grand Horizon Limited 11/F Hang Cheong Factory Bldg., 1 Wing Ming Street, Cheung Sha Wan Kowloon Hong Kong 852	Grand Horizon Limited Attn: Irene Cheung and Yanny Law 11/F Hang Cheong Factory Bldg., 1 Wing Ming Street, Cheung Sha Wan Kowloon Hong Kong 852 irene.cheung@grandhorizon.com 852-27989382	Vendor Claim				\$519,957

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
25	UPS PO Box 7247-0244 Philadelphia, PA 19170-0001	UPS 55 Glenlake Parkway NE Atlanta, GA 30328	Vendor Claim				\$507,369
26	Stored Value Solutions 5301 Maryland Way Brentwood, TN 37027	Stored Value Solutions 5301 Maryland Way Brentwood, TN 37027	Vendor Claim				\$431,368
27	JA Franco and So 295 Fifth Avenue Suite 312 Manhattan, NY 10016	JA Franco and So Attn: Robert Laniado and Emily Wardell 295 Fifth Avenue Suite 312 Manhattan, NY 10016 robert@jfranco.com; emily@jfranco.com; 212-679-3022	Vendor Claim				\$395,723
28	Bailey Apparel 526 7th Ave, 7th Fl New York, NY 10018	Bailey Apparel Attn: Kevin Gindi, Stephanie Santagelo, Ness Bailey 526 7th Ave, 7th Fl New York, NY 10018 stephanie@baileyapparel.com; ness@baileyapparel.com; 212-624-9243, 212-624-9182, 212-624-9240	Vendor Claim				\$351,924
29	Continuum Management Co. LLC 300 Atlantic Street, 7th FL Stamford, CT 06901	Continuum Management Co. LLC 300 Atlantic Street, 7th FL Stamford, CT 06901	Vendor Claim				\$344,741
30	Branding Brand Inc 2313 East Carson St Pittsburgh, PA 15203	Branding Brand Inc 2313 East Carson St Pittsburgh, PA 15203	Vendor Claim				\$342,000

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
31	Enchante Accessories 16 East, 34th Street New York, NY 10016	Enchante Accessories Attn: Gabe Khezrie, Eddie 16 East, 34th Street New York, NY 10016bobbym@ench.com 212-689-6008 (646-795-2070 x285; x450 Courtney Oxland)	Vendor Claim				\$332,140
32	Bravado International 3640 Holdrege Avenue Los Angeles, CA 90016	Bravado International Attn: Myk Rudnick 3640 Holdrege Avenue Los Angeles, CA 90016 sdemko@socal.rr.com 310-237-7100	Vendor Claim				\$286,860
33	MVP Group Int'l. 430 Gentry Road Elkin, NC 28621	MVP Group Int'l. Attn: Jennifer Loiacono; Darice Guadalupe 430 Gentry Road Elkin, NC 28621 jenniferloiacono@mvpgroupint.com 336-835-6020	Vendor Claim				\$283,843
34	Broder Productions #204 1400 Lincoln Road Miami Beach, FL 33139	Broder Productions #204 1400 Lincoln Road Miami Beach, FL 33139	Vendor Claim				\$279,900
35	GTT Communications Inc Suite 1450 7900 Tysons One Place McLean, VA 22102	GTT Communications Inc Suite 1450 7900 Tysons One Place McLean, VA 22102	Vendor Claim				\$267,217
36	Ucrave Inc. 209 West 38th Street, Suite 1105 New York, NY 10018	Ucrave Inc. 209 West 38th Street, Suite 1105 New York, NY 10018	Vendor Claim				\$265,794
37	Aptos Inc 15 Governor Drive Newburgh, NY 12550	Aptos Inc 15 Governor Drive Newburgh, NY 12550	Vendor Claim				\$264,507

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
38	Fashion Lifestyle 1501 Rio Vista Ave. Los Angeles, CA 90023	Fashion Lifestyle Attn: Brent Evans 1501 Rio Vista Ave. Los Angeles, CA 90023 brent@justfound.us; customerservice@justfound.us 213-291-8992	Vendor Claim				\$263,910
39	Experian QAS 475 Anton Blvd Costa Mesa, CA 92626	Experian QAS 475 Anton Blvd Costa Mesa, CA 92626	Vendor Claim				\$259,111
40	Applied Predictive Technology Suite 1000 901 North Stuart St Arlington, VA 22203	Applied Predictive Technology Suite 1000 901 North Stuart St Arlington, VA 22203	Vendor Claim				\$227,375
41	NPD Group Inc 900 West Shore Rd Port Washington, NY 11050	NPD Group Inc 900 West Shore Rd Port Washington, NY 11050	Vendor Claim				\$223,333
42	FTC Commercial Corp 1525 S. Broadway Los Angeles, CA 90015	FTC Commercial Corp Attn: Kenneth Wengrad 1525 S. Broadway Los Angeles, CA 90015 ken@ftcc.net 213-745-8888 ext. 256	Factor Claim				\$207,279
43	Winthrop Resources Corporation PO Box 650 Hopkins, MN 55343-0650	Winthrop Resources Corporation 11100 Wayzata Boulevard, Suite 800 Minneapolis. Minneapolis, MN 55305	Vendor Claim				\$197,369
44	Taistech LLC Suite 494 14841 Dallas Parkway Dallas, TX 75254	Taistech LLC Suite 494 14841 Dallas Parkway Dallas, TX 75254	Vendor Claim				\$194,613

	Name of creditor and complete mailing address, including zipcode	Name, telephone number and email address of creditor/contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
45	Advanced Construction Serv 2201 Babcock Boulevard Pittsburgh, PA 15237	Advanced Construction Serv 2201 Babcock Boulevard Pittsburgh, PA 15237	Vendor Claim				\$187,217
46	ICON 5 Empire Blvd South Hackensack, NJ 07606	ICON 5 Empire Blvd South Hackensack, NJ 07606 (201) 330-9333	Vendor Claim				\$184,314
47	Image Consulting Services 1775 Donwell Dr South Euclid, OH 44121	Image Consulting Services 1775 Donwell Dr South Euclid, OH 44121	Vendor Claim				\$183,546
48	Lepko Fashions 331 Rutledge Street, Suite 203 Brooklyn, NY 11211	Lepko Fashions Attn: Vicki Regensburg 331 Rutledge Street, Suite 203 Brooklyn, NY 11211 Eugeneg@lepkofashions.com 718-534-0727	Vendor Claim				\$178,935
49	Finesse Novelty Corp. 30 Commerical Ct. Plainview, NY 11803	Finesse Novelty Corp. Attn: Allyson Berger, Jennifer Venezia / Jack Andiappen 30 Commerical Ct. Plainview, NY 11803 johnk@fncny.com; jacka@fncny.com; scottd@fncny.com; 718-425-4801	Vendor Claim				\$167,072
50	Third Estate LLC 112 West, 9th Street, Suite 726 Los Angeles, CA 90015	Third Estate LLC Attn: Steven Bates 112 West, 9th Street, Suite 726 Los Angeles, CA 90015 steve@dope.com 323-641-3673, Ext. 2	Vendor Claim				\$164,118

OFFICER'S CERTIFICATE

May 15, 2017

I, Benjamin R. Gross, hereby certify that I am the the Senior Vice President, Secretary, and General Counsel and an authorized signatory of rue21, inc., a Delaware corporation (the "Company"), and do hereby certify solely on behalf of that Company and not in my individual capacity, that attached hereto as Exhibit A is a true, correct and complete copy of the resolutions duly adopted by the board of directors of the Company approving and authorizing the execution, delivery and performance of the Chapter 11 Cases (as defined therein), the Restructuring Support Agreement (as defined therein), the DIP Credit Agreements (as defined therein), and the other agreements, instruments and documents entered into in connection with the Chapter 11 Cases, the Restructuring Support Agreement, and the DIP Credit Agreements and as set forth in such resolutions (together with the Chapter 11 Cases and the Restructuring Support Agreement, collectively, the "Documents"), and the transactions contemplated thereby. Such resolutions are the only resolutions relating to the Documents and have not been amended, rescinded, modified or revoked since the date of adoption thereof, and are in full force and effect on the date hereof.

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IN WITNESS WHEREOF, the undersigned has executed this certificate as of May 15, 2017.

By: 

Name: Benjamin R. Gross

Title: Senior Vice President, Secretary and General Counsel

Exhibit A

Omnibus Resolutions

**OMNIBUS RESOLUTIONS OF THE BOARDS
OF DIRECTORS AND BOARDS OF MANAGERS
OF RHODES GP, LLC, RHODES TOPCO, INC.,
RHODES MIDCO, INC., RHODES SUB LLC,
RHODES HOLDCO, INC., RUE21, INC.,
RUE SERVICES CORPORATION AND
R SERVICES LLC**

May 14, 2017

On May 14, 2017, special meetings of the Board of Directors and Board of Managers, as applicable, (collectively, the “Boards”) of Rhodes GP, LLC, Rhodes Topco, Inc., Rhodes Midco, Inc., and Rhodes Sub LLC (the “Companies”) and the Subsidiaries (as defined below) were held pursuant to notice thereof provided to all of the directors and managers, as applicable, of the Companies and Subsidiaries (the “Directors”) as required by the Companies’ or Subsidiaries’ by-laws, limited liability company agreement or other governing document whereby the Boards took the following actions and adopted the following resolutions:

Chapter 11 Filing

WHEREAS, the Boards have considered presentations by management and the financial and legal advisors of rue21, inc. regarding the liabilities and liquidity situation of Rhodes Holdco, Inc., rue21, inc., rue services corporation, and r services llc (collectively, the “Subsidiaries”), the strategic alternatives available to the Subsidiaries and the effect of the foregoing on such Subsidiaries’ business; and

WHEREAS, the Boards have had the opportunity to consult with management and the financial and legal advisors of the Subsidiaries and to fully consider the available strategic alternatives.

NOW, THEREFORE, BE IT,

RESOLVED, that, in the judgment of the Boards, it is desirable and in the best interests of the Companies and the Subsidiaries, their creditors and other parties in interest, that such Subsidiaries shall be, and hereby are, authorized, empowered and directed to file or cause to be filed voluntary petitions for relief (the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Pennsylvania or another court of proper jurisdiction (the “Bankruptcy Court”); and

RESOLVED, that the Interim Chief Executive Officer, Interim Chief Financial Officer, Interim General Counsel, any Executive Vice President, any Senior Vice President, any Vice President, or any other duly appointed officer of the Subsidiaries (collectively, the “Authorized Officers”), acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, empowered, and directed to execute and file on behalf of the Subsidiaries all petitions, schedules, lists, and other motions, papers, or documents (including the filing of financing statements), and to take any and all action that they deem necessary, appropriate, or desirable to obtain such relief, including,

without limitation, any action necessary, appropriate, or desirable to maintain the ordinary course operation of the Subsidiaries' business.

Cash Collateral & Debtor-in-Possession Financing

WHEREAS, the Companies and each Subsidiary will obtain benefits from the Subsidiaries' use of collateral, including cash collateral, as that term is defined in section 363 of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to:

- (a) that certain ABL Credit Agreement, dated as of October 10, 2013 (the "ABL Credit Agreement"), as amended, amended and restated, supplemented, or otherwise modified, refinanced, or replaced from time to time, among rue21, inc., Bank of America, N.A. as administrative agent (the "ABL Agent"), the lenders from time to time party thereto (the "ABL Lenders"), and the guarantor parties thereto (the "ABL Guarantors"); and
- (b) that certain Term Loan Credit Agreement, dated as of October 10, 2013 (the "Term Loan Credit Agreement"), as amended, amended and restated, supplemented, or otherwise modified, refinanced, or replaced from time to time, among rue21, inc., Wilmington Savings Fund Society, FSB, as successor to JPMorgan Chase Bank, N.A., as administrative and collateral agent (the "Term Loan Agent"), the lenders from time to time party thereto (the "Term Loan Lenders") and the guarantor parties thereto (the "Term Loan Guarantors").

WHEREAS, reference is made to that certain Senior Secured, Super Priority Debtor-In-Possession Credit Agreement (together with all exhibits, schedules and annexes thereto, the "DIP ABL Credit Agreement"; together with the DIP Term Loan Credit Agreement (as defined below), the "DIP Credit Agreements") dated as of, or about, the date hereof, by and among rue21, inc., a Delaware corporation, as the "Borrower" and a Debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Rhodes Holdco, Inc., a Delaware corporation ("Holdings"), the other Subsidiaries as Guarantors and as Debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code, the lenders party thereto from time to time, and Bank of America, N.A., as Administrative Agent, Collateral Agent, L/C Issuer, and Swing Line Lender ("DIP ABL Agent");

WHEREAS, the Borrower has requested that the Lenders provide a debtor-in-possession asset-based loan facility to the Borrower; and

WHEREAS, the obligation of the Lenders to make the extensions of credit to the Borrower is subject to, among other things, each Subsidiary entering into the DIP ABL Credit Agreement and satisfying certain conditions in the DIP ABL Credit Agreement; and

WHEREAS, each Subsidiary will obtain benefits from the DIP ABL Credit Agreement and it is advisable and in the best interest of each Subsidiary to enter into the DIP ABL Credit Agreement and each other Loan Document and to perform its obligations thereunder, including granting security interests in all or substantially all of its assets; and

WHEREAS, reference is made to that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement (together with all exhibits, schedules and annexes thereto, the “DIP Term Loan Credit Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings specified in the DIP Term Loan Credit Agreement and the DIP ABL Credit Agreement, as applicable), dated as of, or about, the date hereof, by and among rue21, inc., a Delaware corporation, as the Borrower and a Debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Holdings, the other Subsidiaries as Guarantors and as Debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code, the lenders party thereto from time to time, and Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent (“DIP Term Loan Agent”);

WHEREAS, the Borrower has requested that the Lenders provide a debtor-in-possession term loan facility to the Borrower; and

WHEREAS, the obligation of the Lenders to make the extensions of credit to the Borrower is subject to, among other things, each Subsidiary entering into the DIP Term Loan Credit Agreement and satisfying certain conditions in the DIP Term Loan Credit Agreement; and

WHEREAS, each Subsidiary will obtain benefits from the DIP Term Loan Credit Agreement and it is advisable and in the best interest of each Subsidiary to enter into the DIP Term Loan Credit Agreement and each other Loan Document and to perform its obligations thereunder, including granting security interests in all or substantially all of its assets.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the DIP ABL Credit Agreement, and the transactions contemplated by the DIP ABL Credit Agreement (including, without limitation, the borrowings thereunder), the transactions contemplated therein and the guaranties, liabilities, obligations, security interest granted and notes issued, if any, in connection therewith, be and hereby are authorized, adopted and approved; and

RESOLVED, that each Subsidiary will obtain benefits from the DIP ABL Credit Agreement and it is advisable and in the best interest of each Subsidiary to enter into the DIP ABL Credit Agreement and each other Loan Document and to perform its obligations thereunder, including granting security interests in all or substantially all of its assets; and

RESOLVED, that each Subsidiary's execution and delivery of, and its performance of its obligations (including guarantees) in connection with the DIP ABL Credit Agreement, are hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers (as defined below) is hereby authorized, empowered and directed to negotiate the terms of and to execute, deliver and perform the DIP ABL Credit Agreement and any and all other documents, certificates, instruments, agreements, intercreditor agreements, any amendment or any other modification required to consummate the transactions contemplated by the DIP ABL Credit Agreement in the name and on behalf of each Subsidiary, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Officers may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof. Such execution by any of the Authorized Officers is hereby authorized to be by facsimile, engraved or printed as deemed necessary and preferable; and

RESOLVED, that the form, terms and provisions of the DIP Term Loan Credit Agreement, and the transactions contemplated by the DIP Term Loan Credit Agreement (including, without limitation, the borrowings thereunder), the transactions contemplated therein and the guaranties, liabilities, obligations, security interest granted and notes issued, if any, in connection therewith, be and hereby are authorized, adopted and approved; and

RESOLVED, that each Subsidiary will obtain benefits from the DIP Term Loan Credit Agreement and it is advisable and in the best interest of each Subsidiary to enter into the DIP Term Loan Credit Agreement and each other Loan Document and to perform its obligations thereunder, including granting security interests in all or substantially all of its assets; and

RESOLVED, that each Subsidiary's execution and delivery of, and its performance of its obligations (including guarantees) in connection with the DIP Term Loan Credit Agreement, are hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized, empowered and directed to negotiate the terms of and to execute, deliver and perform the DIP Term Loan Credit Agreement and any and all other documents, certificates, instruments, agreements, intercreditor agreements, any amendment or any other modification required to consummate the transactions contemplated by the DIP Term Loan Credit Agreement in the name and on behalf of each Subsidiary, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Officers may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof. Such execution by any of the Authorized Officers is hereby authorized to be by facsimile, engraved or printed as deemed necessary and preferable; and

RESOLVED, that the Authorized Officers be, and hereby are, authorized, empowered and directed in the name of, and on behalf of, each Subsidiary to seek

authorization to enter into the DIP ABL Credit Agreement and DIP Term Loan Credit Agreement and approval of the use of cash collateral and each of the DIP Credit Agreements pursuant to a postpetition financing order in interim and final form, and any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Subsidiary, necessary to implement the postpetition financing, including providing for adequate protection to the Secured Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP ABL Credit Agreement and DIP Term Loan Credit Agreement and the use of cash collateral in connection with each Subsidiary's Chapter 11 Cases, which agreements may require each Subsidiary to grant adequate protection and liens to each Subsidiary's Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Subsidiary pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof.

Approval of the Loan Documents

RESOLVED, that (i) the form, terms and provisions of the DIP Credit Agreements and all other Loan Documents (as defined in the DIP Credit Agreements) to which any or all of the Subsidiaries are a party, (ii) the grant of security interests in and pledges of all or substantially all of the assets now or hereafter owned by any or all of the Subsidiaries as collateral (including pledges of equity and personal property as collateral) under the Loan Documents and (iii) the guaranty of obligations by any or all of the Subsidiaries under the Loan Documents, from which each Subsidiary will derive value, be and hereby are, authorized, adopted and approved, and (iv) any Authorized Officer or other officer of each Subsidiary is hereby authorized, empowered and directed, in the name of and on behalf of each subsidiary, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Credit Agreements substantially in the form provided to each governing body, the Loan Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which each Subsidiary is or will be a party or any order entered into in connection with the Chapter 11 Cases (collectively with the DIP Credit Agreements, the "Financing Documents"), incur and pay or cause to be paid all related fees and expenses, with such changes, additions, and modifications thereto as an Authorized Officer executing the same shall approve;

RESOLVED, that each Subsidiary, as debtor and debtor-in-possession under the Bankruptcy Code be, and hereby are, authorized, empowered and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Financing Documents

(collectively, the “Financing Transactions”), including granting liens on its assets to secure such obligations; and

RESOLVED, that the Authorized Officers be, and they hereby are, authorized, empowered and directed in the name of, and on behalf of, each Subsidiary, as debtors and debtors in possession, to take such actions as in their discretion are determined to be necessary, desirable, or appropriate to execute, deliver, and file: (a) the Financing Documents and such agreements, certificates, instruments, guaranties, notices, and any and all other documents, including, without limitation, any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any Financing Documents, necessary, desirable, or appropriate to facilitate the Financing Transactions; (b) all petitions, schedules, lists, and other motions, papers, or documents, which shall in their sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by his/her or their execution thereof; (c) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the DIP ABL Agent, the DIP Term Loan Agent, and other parties in interest; and (d) such forms of deposit account control agreements, officer’s certificates, and compliance certificates as may be required by the Financing Documents; and

RESOLVED, that the Authorized Officers be, and they hereby are, authorized, empowered and directed in the name of, and on behalf of, each Subsidiary to file or to authorize the DIP ABL Agent and the DIP Term Loan Agent to file any Uniform Commercial Code (“UCC”) financing statements, any other equivalent filings, any intellectual property or real estate filings and recordings, and any necessary assignments for security or other documents in the name of each Subsidiary that either DIP ABL Agent and the DIP Term Loan Agent deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired,” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of each Subsidiary and such other filings in respect of intellectual and other property of each Subsidiary, in each case as the DIP ABL Agent and the DIP Term Loan Agent may reasonably request to perfect the security interests of the DIP ABL Agent and the DIP Term Loan Agent under the Financing Documents; and

RESOLVED, that the Authorized Officers be, and they hereby are, authorized, empowered and directed in the name of, and on behalf of, each Subsidiary to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Financing Transactions and all fees and expenses incurred by or on behalf of each Subsidiary in connection with the foregoing resolutions, in accordance with the terms of the Financing Documents, which shall in their reasonable business judgment be necessary, proper, or advisable to perform each Subsidiary’s

obligations under or in connection with the Financing Documents or any of the Financing Transactions and to fully carry out the intent of the foregoing resolutions; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed in the name of, and on behalf of, each Subsidiary, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the Financing Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his/her or their execution thereof; and

RESOLVED, that the sole member, general partner, managing member, equivalent manager, or any other Authorized Officer, as applicable, are each authorized, empowered and directed to take each of the actions described in these resolutions or any of the actions authorized by these resolutions.

Restructuring Support Agreement

WHEREAS, in connection with the Chapter 11 Cases, each Subsidiary has negotiated a restructuring support agreement, in form and substance generally similar to that certain restructuring support agreement dated May 14, 2017 (the “Restructuring Support Agreement”), by and among Rhodes Holdco Inc. and its direct and indirect subsidiaries, certain Term Loan Lenders, certain holders of Note Claims (as defined in the Restructuring Support Agreement) and Sponsor Entities (as defined in the Restructuring Support Agreement).

NOW, THEREFORE, BE IT,

RESOLVED, that the Companies authorize and direct the Authorized Officers of each respective Subsidiary to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that each Subsidiary’s performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved.

Retention of Professionals

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the law firm of Kirkland & Ellis LLP, as the Subsidiaries’ counsel, to represent and assist the Subsidiaries in carrying out their duties under the Bankruptcy Code and to take any and all actions to advance the Subsidiaries’ rights and remedies, including filing any pleadings and conducting any potential restructuring or sale process on behalf of the Subsidiaries; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate

retainers, and to cause to be filed an appropriate application for authority to retain Kirkland & Ellis LLP in accordance with applicable law; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the law firm of Reed Smith LLP, as the Subsidiaries' local counsel, to represent and assist the Subsidiaries in carrying out their duties under the Bankruptcy Code and to take any and all actions to advance the Subsidiaries' rights and remedies, including filing any pleadings and conducting any potential restructuring or sale process on behalf of the Subsidiaries; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Reed Smith LLP in accordance with applicable law; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the firm of Rothschild Inc., as the Subsidiaries' financial advisor and investment banker; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Rothschild Inc. in accordance with applicable law; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the firm of Berkeley Research Group, LLC, as the Subsidiaries' financial advisor; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Berkeley Research Group, LLC in accordance with applicable law; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the firm of Kurtzman Carson Consultants LLC, as notice, claims, and balloting agent and as administrative advisor to represent and assist the Subsidiaries in carrying out their duties under the Bankruptcy Code, and to take any and all actions to advance the Subsidiaries' rights and remedies; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Kurtzman Carson Consultants LLC in accordance with applicable law; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the firm of A&G Realty Partners, LLC, as real estate advisor and consultant, to represent and assist the Subsidiaries in carrying out their duties under the Bankruptcy Code, and to take any and all actions to advance the Subsidiaries' rights and remedies; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an

appropriate application for authority to retain A&G Realty Partners, LLC in accordance with applicable law; and

RESOLVED, that each of the Authorized Officers be, and they hereby are, authorized, empowered and directed to employ any other professionals to assist the Subsidiaries in carrying out their duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Officers, with power of delegation, are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary; and

RESOLVED, that each of the Authorized Officers be, and they hereby are, with power of delegation, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Officers deem necessary, proper, or desirable in connection with the Subsidiaries' Chapter 11 Cases, with a view to the successful prosecution of such cases.

General

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized, empowered and directed, in the name of and on behalf of the Subsidiaries, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and

RESOLVED, that the Companies and the respective Board of Directors of the Companies and the Subsidiaries have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Companies and the Subsidiaries, or hereby waive any right to have received such notice; and

RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Subsidiary, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Companies and the Subsidiaries with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the respective Board of Directors of each Subsidiary; and

RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby are, authorized, empowered and directed to take all actions, or to not take any action in the name of each Subsidiary, with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein; and

RESOLVED, that this consent may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same consent.